

**WIMBERLY, LAWSON,  
STECKEL, SCHNEIDER & STINE, P.C.**

**A T T O R N E Y S   A T   L A W**

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OFFICES**

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SOUTH CAROLINA  
GREENVILLE  
WASHINGTON, D.C.

November 30, 2015

*Via Email: [bruce@widener-associates.com](mailto:bruce@widener-associates.com)  
And First Class U.S. Mail*

Mr. Bruce Widener  
Conditioned Air Association of Georgia, Inc.  
P. O. Box 910  
Hartwell, GA 30643

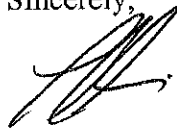
**Re: Pro-Tech Air, LLC vs. City of Cordele**

Dear Bruce:

Pursuant to our conversation, I am enclosing a copy of the Settlement Agreement with the City of Cordele, along with a copy of check #104157 in the amount of \$6,000.00 from the City of Cordele for partial payment of legal fees expended in this matter. As we agreed, the firm will deposit this check into the firm's account and deduct this same amount from your Association's balance. As you review the Settlement Agreement, please note the procedure through which contractors may receive a credit against any future permit in this jurisdiction.

Thank you for permitting the firm to pursue this matter on behalf of the Association. Please call me with any questions.

Sincerely,



Les A. Schneider

LAS:rdb  
Enclosures

## SETTLEMENT AGREEMENT

In consideration of the mutual undertakings and promises contained in this Settlement Agreement (the "Agreement") is made by and between Pro-Tech Air, LLC ("Pro-Tech") and the City of Cordele ("City") this 25<sup>th</sup> day of November, 2015.

Whereas, Pro-Tech has filed a lawsuit styled Pro-Tech Air, LLC individually and on behalf of all other similarly situated v. City of Cordele, Civil Action No. 14-V-288, Superior Court of Crisp County, GA (the "Action").

WHEREAS, in the lawsuit Pro-Tech alleged that the fees charged by the City for mechanical permits and the administrative fee assessed pursuant to City Code section 6-33 against out of city contractors like Pro-Tech are contrary to Georgia State law, specifically O.C.G.A. § 48-13-5 (6); and

WHEREAS, if this matter were to proceed to litigation and the courts were to agree with the contractors that the registration fee was contrary to the law and contractors would be entitled to recover from the City reasonable attorney's fees and costs pursuant to O.C.G.A. § 48-13-9.1; and

WHEREAS, the City, while disagreeing with the allegations in the complaint as amended by Pro-Tech has reviewed the assertions and finds that there is sufficient concern such that it is in the best interest of the City to suspend the payment of the fees and resolve the issues raised by the Pro-Tech as follows:

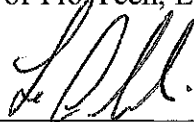
1. The City shall, as of December 1, through its administrative authority, temporarily charge a flat fee of \$20.00 for the mechanical permit and the inspection of the work until such time that the City can enact fees that comport with Georgia State law.
2. The City will suspend collecting a Section 6-33 Administrative Fee from mechanical contractors that pay occupational tax to other jurisdictions or have an office in a jurisdiction other than that of the City of Cordele. In the event that changes are made in Georgia State law which would allow for the collection of such administrative fee, then the City reserves the right to resume its collection of such fee.
3. All applicants who paid the Mechanical Permit Fee from January 1, 2013 until the date of approval of this settlement agreement that exceeded \$20.00 and who produce proof of the payment of such fee will be provided a credit of the amount that exceeded the \$20.00 per permit against any new application.
4. The City will pay the Plaintiff's counsel attorneys' fees the sum of \$6,000.00, a compromised figure of the reasonable costs and fees incurred by Plaintiff for Wimberly & Lawson to bring this matter to the City's attention and resolution. Upon the signing of this agreement, the City will proffer a check payable to Wimberly & Lawson in the amount of \$6,000.00.

Upon approval of the suspension of the above identified fees and the payment of monies to Wimberly & Lawson, the Plaintiff agrees that the matter is resolved and it will not pursue the issue further

This agreement is conditioned upon the acceptance of the terms by the Governing Authority.

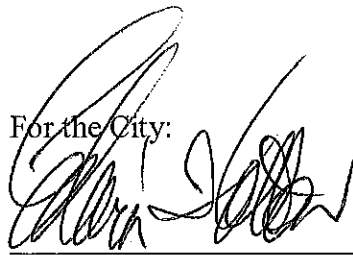
So Agreed, this 25<sup>th</sup> day of November, 2015.

For Pro-Tech, LLC:



\_\_\_\_\_  
Les A. Schneider  
Attorney for the Pro-Tech, LLC

For the City:



\_\_\_\_\_  
Edwin T. Cotton  
Attorney for the City of Cordele

0008093 WIMBERLY & LAWSON

REMITTANCE ADVICE

11/25/2015

104157

INVOICE DATE	INVOICE NUMBER	GROSS AMOUNT	DISCOUNT	NET AMOUNT
11/24/15	11/2015 LEGAL FEES  Pro Tech Air LLC CIVIL ACTION # 14-V-288	6,000.00	.00	6,000.00
		6,000.00	.00	6,000.00

CITY OF CORDELE  
501 NORTH 7TH STREET  
CORDELE, GA 31015

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.



**CITY OF CORDELE**  
P.O. BOX 569  
CORDELE, GEORGIA 31010  
PHONE: (229) 273-3102

**PLANTERS FIRST**  
CORDELE, GEORGIA 31010  
GENERAL DISBURSING ACCOUNT  
VOID AFTER 90 DAYS

64-1096  
612

NO. 104157  
CHECK NO.

DATE

11/25/2015

AMOUNT

\*\*\*\*\*6000.00\*

SIX THOUSAND DOLLARS AND 00 CENTS

PAY TO THE ORDER OF:

WIMBERLY & LAWSON  
LENOX TOWERS, STE 400  
3400 PEACHTREE RD NE  
ATLANTA GA 30326

*Christina L. Negro*  
AUTHORIZED SIGNATURE

⑈ 104157 ⑈ ⑆ 0612109651 ⑆ 01 10 00 7 ⑈

Security features included. Details on back.